the seller's agreement to pass title. In *Atkinson* v. *Japink, supra,* while the seller and his assignee were awarded a right analogous to a statutory lien against the chattel, it was held that the contract reserving to the seller both the title and the right to sue for the price showed that the parties intended title should be reserved to the plaintiff only as a security for the price, *i. e.,* in the nature of a lien and that therefore there was not a conditional but an absolute sale. The Wisconsin court, on the contrary, holds the existence of these two remedies to be not inconsistent but cumulative and hence imposed no alternative to elect between them. In cases where passage of title is not the consideration for the price, this may be true. However, where it clearly appears that payment of the price is in consideration of the passage of title, it is submitted that the right to sue for the price to be paid for the title and the retention of the title are inconsistent.

SALES — CONSIDERATION FOR WARRANTY. — Plaintiff agreed to purchase a specified horse from defendant, and paid part of the stipulated purchase price. Thereafter, but before delivery of the horse and payment of the balance of the price, defendant warranted the horse. *Held,* the warranty was enforcible. *Bowen* v. *Zaccanti* (Mo., 1919), 208 S. W. 277.

The court makes the sole issue whether title had passed at the time of the agreement, holding that it had not. On the usual presumption, however, title had passed, as nothing except delivery and payment remained to be done. *Bill* v. *Fuller,* 146 Cal. 50; *Kessler* v. *Veio,* 142 Mich. 471. But what has passing of title to do with the binding quality of a warranty? The courts have held that a warranty made after the passing of title is enforcible only when there is a new consideration. *Baldwin* v. *Daniel,* 69 Ga. 782; *Congar* v. *Chamberlain,* 14 Wis. 258. The court in the principal case seems to have concluded from this proposition that a warranty made before title had passed is, *ipso facto,* binding regardless of consideration. The court bases its decision on *Douglas* v. *Moses,* 89 Ia. 40, and *McGaughey* v. *Richardson,* 148 Mass. 608. While *Douglas* v. *Moses* supports the decision, it is itself based upon the other case cited, which in no way is authority for its holding. In *McGaughey* v. *Richardson* the vendor of horses at auction had advertised that warranty would be given purchasers at the sale, and the vendee after having a horse knocked down to him had the vendor insert a warranty in the bill of sale. The warranty was one of the terms of the contract, and unless it had been made, the vendee might well have claimed a recission of the bargain.

STATUTORY CONSTRUCTION — UNINTENTIONAL OMISSION OF WORD "NOT" FROM STATUTE.—Statute prohibited the use of automobile lights unless designed to throw a ray "which shall rise above 42 inches" at a distance of 75 feet. Defendant's lights threw a ray which did not rise above 42 inches at this distance. Expert testimony clearly showed to the court that ligths in conformity with the requirements of the statute were "blinding," while those throwing a ray *not* above 42 inches at the stated distance were not; and that the latter alone was what the legislature could have intended. *Held,* that it is not within the power of the court to read the word "not" into the